

U → C 5/9/13
327 PM

**AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2013**

AFSCME COUNTER PROPOSAL – HIGHER CLASS PAY

Proposed MEF Language:

- 12.7 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time benefited employee may be required assigned to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or vacant positions. Assignments to a higher classification due to a vacancy shall not exceed six (6) months. Extension of an employees' specific higher class assignment beyond the aforementioned six (6) calendar month limitation may only occur through written mutual agreement between the City and the Union.
- 12.7.1 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least ~~one (1)~~ salary rate (step) five percent (5%) higher in the salary range schedule than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive any compensation, however, unless the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive hours within one (1) day. In the event the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive work hours within one (1) day, the employee shall be compensated at the appropriate rate for all eligible hours worked in the higher class within the pay period.
- 12.7.2 Employees assigned to duties of a higher classification, due to the vacancy of the higher class position, shall receive the higher class pay for the entire duration of the higher class assignment including paid time off for holidays and city authorized closures where permanent employees in the higher class position are also paid. Exceptions to higher class pay for time off are approved vacations, sick leave, compensatory time off, and personal leave, unless it is determined that the employee is required to still be available in the higher class capacity during such time off.
- 12.7.3 Employees will not be eligible or required to contribute post employment contributions at the higher class rate. Contributions for post employment employee contributions will be made at the employee's permanent salary rate. In addition, employees will not be eligible for post employment calculations for any higher class assignment, unless the employee has worked at least six (6) consecutive months in the higher class position and has been duly appointed to the higher class position permanently. In the event that the employee is appointed to the higher class position permanently, they will be provided with the opportunity to buy up to the higher class assignment salary rate for post employment calculations. In the event the employee chooses this option, the City will also contribute the appropriate City contributions for the higher class contributions



AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2013

the employee elects to purchase. Employees and the City will have one (1) year from the calendar date of permanent appointment to exercise these rights to the higher contributions for post employment benefits.

12.7.4 If an employee is appointed to a higher class assignment for more than six (6) consecutive months to a vacant position, or the position becomes permanently vacant during the time of the higher class assignment, the employee will automatically be qualified to interview for the higher class position, regardless of minimum or desirable qualifications being achieved. The employee is not guaranteed the appointment, but will be given the opportunity to compete for the position, with all qualified candidates through the interview process.

12.7.5 No employee shall be assigned to vacant, multiple, consecutive, "different" position codes with a higher class pay beyond a twelve (12) month period.

12.7.6 The Union shall be notified quarterly of all employees working in higher class positions and the date the employee started the higher class assignment. The Union shall also be notified of all employees from other bargaining units performing work designated as work covered by the bargaining unit covered by this Agreement.

Proposed CEO Language:

7.3 Working in a Higher Classification

7.3.1 Upon specific assignment by the Department Director, or his/her designated representative, with prior written approval, a full-time or part-time benefited employee may be ~~required~~ assigned to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee or vacant positions. Assignments to a higher classification due to a vacancy shall not exceed six (6) months. Once an employee reaches the six (6) month maximum in a specific higher class assignment due to a vacancy, the employee shall not be eligible to serve in the same higher class assignment for at least six (6) months and shall return to his/her regular assignment.

~~7.3.1.1 By mutual agreement between the City and the Employee Organization, an employee assigned to work in a higher classification due to a vacancy may be extended in his/her specific assignment past the aforementioned six (6) month limitation.~~

7.3.1.1 An employee assigned to work in a higher classification due to a vacancy may only be extended in his/her specific assignment past the aforementioned six (6) calendar month limitation by written mutual agreement between the City and the Union.



May 9, 2013

Page 2 of 4

AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2013

- 7.3.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least one (1) salary rate (step) five percent (5%) higher in the salary range schedule than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive any compensation, however, unless the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive hours within one (1) day. In the event the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive work hours within one (1) day, the employee shall be compensated at the appropriate rate for all eligible hours worked in the higher class within the pay period.
- 7.3.3 Employees assigned to duties of a higher classification, due to the vacancy of the higher class position, shall receive the higher class pay for the entire duration of the higher class assignment including paid time off for holidays and city authorized closures where permanent employees in the higher class position are also paid. Exceptions to higher class pay for time off are approved vacations, sick leave, compensatory time off, and personal leave, unless it is determined that the employee is required to still be available in the higher class capacity during such time off.
- 7.3.4 Employees will not be eligible or required to contribute post employment contributions at the higher class rate. Contributions for post employment employee contributions will be made at the employee's permanent salary rate. In addition, employees will not be eligible for post employment calculations for any higher class assignment, unless the employee has worked at least six (6) consecutive months in the higher class position and has been duly appointed to the higher class position permanently. In the that event the employee is appointed to the higher class position permanently, they will be provided with the opportunity to buy up to the higher class assignment salary rate for post employment calculations. In the event the employee chooses this option, the City will also contribute the appropriate City contributions for the higher class contributions the employee elects to purchase. Employees and the City will have one (1) year from the calendar date of permanent appointment to exercise these rights to the higher contributions for post employment benefits.
- 7.3.5 If an employee is appointed to a higher class assignment for more than six (6) consecutive months to a vacant position, or the position becomes permanently vacant during the time of the higher class assignment, the employee will automatically be qualified to interview for the higher class position, regardless of minimum or desirable qualifications being achieved. The employee is not guaranteed the appointment, but will be given the opportunity to compete for the position, with all qualified candidates through the interview process.
- 7.3.6 No employee shall be assigned to vacant, multiple, consecutive, "different" position codes with a higher class pay beyond a twelve (12) month period.



May 9, 2013

Page 3 of 4

**AFSCME MEF/CEO AND CITY OF SAN JOSE
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2013**

7.3.7 The Union shall be notified quarterly of all employees working in higher class positions and the date the employee started the higher class assignment. The Union shall also be notified of all employees from other bargaining units performing work designated as work covered by the bargaining unit covered by this Agreement.

